

06-25-2008

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To the Director of the U.S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies)

Midway Games West Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) March 19, 2008

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☐ Joint Research Agreement
- ☐ Government Interest Assignment
- ☐ Executive Order 9424, Confirmatory License
- ☒ Other .Release of Assignment for Security of Patents

2. Name and address of receiving party(ies)

Name: National Amusements, Inc.Street Address: 31 St. James AveCity: BostonState: MassachusettsCountry: USA Zip: 02116Additional name(s) & address(es) attached? ☐ Yes ☒ No4. Application number(s) or patent number(s): ☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Crowell & Moring LLP

Internal Address: _____

Street Address: PO Box 14300City: WashingtonState: DC Zip: 20004Phone Number: 212-895-4246Fax Number: 212-223-4134

Email Address: _____

6. Total number of applications and patents involved:

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- ☒ Authorized to be charged by credit card
- ☐ Authorized to be charged to deposit account
- ☒ Enclosed
- ☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____

Expiration Date 10/11b. Deposit Account Number 05-1323

Authorized User Name _____

9. Signature:

Julia K. Smith
Signature

06/02/2008 MJAMA1 00000069 5197003

01 FC:0021 05/30/08

Date 40.00 00

Julia K. Smith, Esq. Reg. No. 53,189

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**MIDWAY GAMES WEST INC.
SCHEDULE A**

PATENTS

<u>Patent Description</u>	<u>Registration No.</u>	<u>Issue Dates</u>
Gearshift for a Vehicle Simulator having a Solenoid for Imposing a Resistance Force	5197003	3/23/1993
Bicycle and Motorcycle Riding Simulation System	5364271	11/15/1994
Shaker Control Device	5203563	4/20/1993
Look Ahead Pipeline for Processing Object Records in a Video System	4894774	1/16/1990
Multiple Stamp Motion Objects in a Video Game System	4930074	5/29/1990
Driving Simulator with Moving Painted Dashboard	5005148	4/2/1991
Gearshift for a Vehicle Simulator Using Computer Controlled Realistic Real World Forces	4949119	8/14/1990
Multi-Player Multi-Character Cooperative Play Video game with Independent Player Entry and	RE35314	8/20/1996
Steering Wheel Configuration	DES355879	2/28/1995
Scenario Development System for Vehicle Simulators	5474453	12/12/1995

Scenario Development System for Vehicle Simulators	5660547	8/26/1997
Control Device such as a Steering Wheel for Video Vehicle Simulator with Realistic Feedback Forces	5044956	9/3/1991
Compression Actuated Game or Simulation Apparatus	5681043	10/28/1997
Method and System for Producing Engine Sounds of a Simulated Vehicle	6592375	7/15/2003
Cordless Pointing Apparatus	5469193	11/21/1995

PATENT APPLICATIONS

<u>Description</u>	<u>Serial No.</u>	<u>Filing Dates</u>
None		

**MIDWAY GAMES WEST INC.
SCHEDULE B**

EXCLUDED PATENTS

<u>Patent Description</u>	<u>Registration No.</u>	<u>Issue Dates</u>
Driver Training System	5269687	12/14/1993
System for Sensing the Position of a Joystick	5286024	2/15/1994
Scaling Processor for Raster Images	5363119	11/8/1994
Method for Coloring a Polygon on a Video Display	5415549	5/16/1995
System and Method of Shadowing an Object in Motion	5616031	4/1/1997
Modular Display Simulator	5275565	1/4/1994
Vehicle Simulator including Cross-Network Feedback	5299810	4/5/1994
Baseball Simulation System	5435554	7/25/1995
Rear Entry Booth and Seat for a Sit-down Video Game	4960117	10/2/1990
Driver Training System and Method with Performance Data Feedback	5366376	11/22/1994
Driver Training System and Method with Performance Data Feedback	5618179	4/8/1997
Vehicle Simulator with Low Frequency Sound Feedback	5618178	4/8/1997
Vehicle Simulator with	5607308	3/4/1997

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**PATENT
REEL: 021172 FRAME: 0109**

Realistic Operating Feedback		
Vehicle Simulator with Realistic Operating Feedback	5368484	11/29/1994
Strain Gauge Pressure Sensitive Video Game Control	5116051	5/26/1992
Animation System having Variable Video Display Rate	5621431	4/15/1997
Arcade Game with Keypad Input	6287201	9/11/2001
Arcade Game with Keypad Input	6572477	6/3/2003
Interactive Game Film	5607356	3/4/1997
System for Remotely Activating a Sound in a Game Unit	6416412	7/9/2002
System and Method of Vehicle Competition with Enhanced Ghosting Features	6488505	12/3/2002
System and Method of Vehicle Competition with Enhanced Ghosting	6755654	6/29/2004
Video Game Position and Orientation Detection System	6540607	4/1/2003
System and Method for Driver Training with Multiple Driver Competition	5577913	11/26/1996
System and Method for Driver Training with Multiple Driver Competition	5354202	10/11/1994
System and Method of Vehicle Competition with	10/837230	4/30/2004

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Security Agreement"), made as of the 19th day of March, 2008, is by and between **MIDWAY GAMES WEST INC.**, a California corporation ("Mortgagor") and **NATIONAL AMUSEMENTS, INC.**, a Maryland corporation ("Lender").

W I T N E S S E T H

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of February 29, 2008 among Midway Amusement Games, LLC, a Delaware limited liability company ("MAG"), Midway Home Entertainment Inc., a Delaware corporation ("Midway"; MAG and Midway are referred to hereinafter each individually as a "Borrower" and individually and together, jointly and severally, as the "Borrowers"), Mortgagor, certain credit parties from time to time party thereto and Lender (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Secured Loan Agreement"), Lender has agreed to make certain loans to Borrowers, and to extend certain other financial accommodations to or for the benefit of Borrowers;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Lender agree as follows:

1. Incorporation of Secured Loan Agreement; Secured Loan Agreement Definitions. The Secured Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Secured Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Mortgagor hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Secured Loan Agreement of, a continuing security interest in Mortgagor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present

and future infringements of any of the foregoing, but excluding each of the patents listed on Schedule B hereto (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents").

3. New Patents. Mortgagor represents and warrants that the Patents listed on Schedule A together with the Patents listed on Schedule B constitute all of the federally registered Patents and patent applications now owned by Mortgagor. Lender is authorized to use this Security Agreement for the purpose of perfecting security interests in any after acquired Patents or patent applications filed after the date of this Agreement as well as for the purpose of perfecting a security interest in any Patents that were inadvertently omitted from Schedule A.

4. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Secured Loan Agreement has been terminated in accordance with its terms.

5. Effect on Other Agreements; Cumulative Remedies. At any time an Event of Default exists or has occurred and is continuing, Lender shall have all rights and remedies provided in this Security Agreement, the other Loan Documents, the Uniform Commercial Code and other applicable law, all of which rights and remedies may be exercised without notice to or consent by Mortgagor, except as such notice or consent is expressly provided for hereunder or in the Secured Loan Agreement or as required by applicable law. Mortgagor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Secured Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Lender with respect to the Patents, whether established hereby, by the Secured Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

6. Binding Effect; Benefits. This Security Agreement shall be binding upon Mortgagor and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS SECURITY AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS. WHENEVER POSSIBLE, EACH PROVISION OF THIS SECURITY AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS SECURITY AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE

REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS
SECURITY AGREEMENT.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement as of the date first above written.

MIDWAY GAMES WEST INC.

By: 
Name: _____
Title: _____

Accepted and Agreed to
as of the date first written above:

NATIONAL AMUSEMENTS, INC.

By: _____
Title: _____

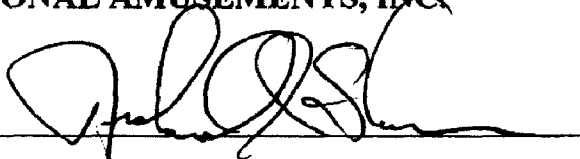
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RICHARD J SHERMAN
VICE PRESIDENT

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Enhanced Ghosting Features		
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